

BEFORE THE PUBLIC UTILITIES COMMISSION OF THE STATE OF CALIFORNIA

Order Instituting Rulemaking on the Commission's Own
Motion to Establish Consumer Rights and Consumer
Protection Rules Applicable to All Telecommunications
Utilities.

Rulemaking 00-02-004
(Filed February 3, 2000)

**ASIAN LAW CAUCUS' COMMENTS ON THE STUDY PLAN ON LANGUAGE
ACCESS ISSUES FOR CALIFORNIA TELECOMMUNICATIONS CONSUMERS**

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July 14, 2006

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INTRODUCTION

The Asian Law Caucus respectfully submits the enclosed comments to and recommendations for the California Public Utility Commission's (the "Commission") Study Plan on Language Access Issues for California's telecommunications consumers. Asian Law Caucus recommends that the Commission use the study to (1) gather more accurate data regarding the consumer education needs of LEP consumers through focus groups and surveys; (2) examine not only the scope of in-language materials produced by carriers but also examine the extent to which such materials reach LEP consumers; (3) examine the use of advanced technology in better disseminating in-language materials to carrier dealers and sub-dealers; (4) investigate issues relating specifically to the numerous wireless dealers operating in LEP communities and pre-paid telephone cards marketed to LEP consumers; and (5) open a "Phase II" to this proceeding to formally determine the extent to which rules are necessary to protect LEP consumers in California. The Asian Law Caucus also requests that the Commission extend its deadline for submitting materials related to its study of LEP needs. The Asian Law Caucus intends to collaborate with other community based organizations in the Community for Telecom Rights network, a statewide network of CBO's that provide complaint resolution services to LEP consumers, to conduct a pilot study on the needs of LEP.

DISCUSSION

The Commission can improve on its current consumer education programs for LEP consumers by gathering more accurate data around the consumer needs and habits of LEP individuals

The Commission's recent launch of its Consumer Protection Initiative ("CPI") was a good first step towards a more comprehensive consumer education program for Californians. The CPI, however, could better address the specific needs of LEP consumers in a number of ways. Because of the rapid pace in which the Commission mandated implementation of the CPI, CPUC staff and CPI participants were unable to gather the type of data necessary to more properly address the consumer education needs of LEP consumers.

The CPI materials reflect underlying assumptions that blur the needs of LEP consumers into those of English proficient consumers. Proper consumer education for LEP individuals, for instance, does not consist simply of translating material (no matter how accurate or "culturally appropriate" the translations is) developed for English speaking consumers. The Commission must devote the proper resources and time towards studying the specific consumer education needs of LEP individuals.

A quick scan of the CPI materials reveals how they do not contemplate LEP consumers. Point 1 in the brochure titled *10 Tips About Buying Wireless Telephone Service* attached hereto as Exhibit A (hereinafter, "Wireless Brochure"), states that consumers should "read all the terms and conditions of the contract and any calling plan brochure" One primary problem faced by the LEP consumers, however, is a lack of contracts or brochures in the language of that consumer (hereinafter, "in-language"). A more appropriate recommendation would have been to advise an LEP consumer to bring a relative or friend who can read English fluently with them when shopping for wireless or other telecom services.

The CPI materials also assume baseline levels of consumer knowledge that many LEP consumers simply do not have. For instance, the CPI consumer brochures (see *Slamming and Cramming: What you need to know*, attached hereto as Exhibit B (hereinafter, “Slamming Brochure”); *Understanding Your Phone Bill*, attached hereto as Exhibit C (hereinafter, “Phone Bill Brochure,”); and *Tips you should know about phone service*, attached hereto as Exhibit D (hereinafter, “Tips Brochure”)) repeatedly advise the consumer to “contact your telephone service provider” (see Phone Bill Brochure, inside left cover). This instruction, however, assumes that the consumer knows where to look for the customer service number, that directions to reach this number are published in a language that the consumer can access and understand, and that even if an LEP consumer had a customer service number, reaching a representative who they could communicate with is as simple as picking up a phone and dialing.

In actuality, there are numerous barriers to each of those steps. In particular, accessing a customer service representative who an LEP consumer can actually communicate with can be a significant barrier. While many carriers may provide interpretation, the Commission and carriers cannot assume that getting to that resource for the LEP consumer is intuitive. For instance, many LEP consumers will hang up immediately when hearing a phone answered in English. They simply do not know that in some instances, they should wait for a non-English message that may provide in-language instructions. An instruction tailored for an LEP consumer would be one that advises them to not hang up upon hearing an English message but to either wait for an in-language instruction or to hold on the line (in some cases for a several minutes) until a live operator picks up, a procedure maintained for consumers using rotary phones. Similar instructions should also be provided with regard to contacting the CPUC.

Finally, a quick scan of the CPI brochures reveals that many of the substantive topics addressed, while critically important, do not address many of the specific issues faced by LEP consumers. Problems around fraud and misrepresentation by wireless dealers,¹ authorized or not, constitute a significant problem for LEP consumers. Little attention, moreover, is paid to problems with paid phone cards, other than brief mention in the Tips Brochure.

In order to address these deficiencies in the CPI, the Commission should more adequately gather information about the needs and issues faced by LEP consumers. The Asian Law Caucus recommends that the Commission work with and provide resources to CBO's serving LEP consumers to coordinate LEP consumer focus groups aimed at ferreting out common telecom problems faced by LEP consumers. The focus groups should be representative of numerous LEP communities throughout the state of California. The problems surfacing from these focus groups can then constitute the basis for a wider LEP consumer "survey" to confirm the prevalence of issues identified through focus groups. The Commission can also use focus groups to test the effectiveness of potential recommendations. While this approach is time and resource intensive, little attention has been paid to the needs of LEP consumers up to this point. This study would be ground-breaking in nature and would go a long way towards a consumer protection program that actually addresses the needs of LEP consumers in California.

The Commission should study not only the scope of existing in-language marketing materials and informational brochures but whether these materials are reaching LEP consumers at critical decision making moments

¹ The term "wireless dealer" in this brief refers specifically to retailers who sell wireless service on behalf of the major carriers but are not directly owned and operated by those carriers. "Wireless dealers" have also been commonly referred to as cellular "kiosks."

Many carriers claim to provide significant amounts of in-language marketing and informational materials. The Commission should, of course, determine the extent to which these claims are substantiated. Perhaps more importantly, the Commission should study whether carriers have implemented protocols that effectively deliver in-language information materials to LEP consumers in time to inform “critical” decision making moments.

In language marketing materials regularly and rampantly target a number of LEP communities. A quick scan of virtually any Bay Area Chinese newspaper will reveal a proliferation of advertisements for cellular services (see Exhibit E). Many of these advertisements will provide rate plan information – although not with enough detail to inform consumers of all material conditions. These advertisements are usually placed by wireless dealers located in Chinese communities. (see Declaration of Philip Van (hereinafter, “Van Declaration”), ¶4.

Asian Law Caucus is less confident that carriers are providing in-language informational material. Based upon a quick internet scan of available in-language informational materials, the outlook is bleak for Asian language speakers. In fact, the Asian Law Caucus was unable to locate *any* Asian language information produced by any of the major wireless carriers online. (see Declaration of Christina J. Martin (hereinafter, “Martin Declaration”), ¶¶ 2 - 8). This is not to say that the carriers are producing no in-language information for Asians. Verizon Wireless, for instance, has published an excellent Chinese language brochure on their America’s Choice Family Share Plan (see Exhibit H).

What is not clear, however, is the extent to which available in-language information is accessible to LEP consumers prior to critical decision making moments. When an LEP

consumer responds to in-language marketing and goes to a wireless dealer, for instance, are in-language carrier brochures available at these dealers? Or, for instance, is such information only available at carrier run and operated outlets? Are such materials even available there?

Carrier informational brochures, in many cases, could provide clients with critical information that they cannot get through dealers where they purchase services. Many dealer sales representatives, particularly in wireless dealers, negligently (or even purposefully) omit disclosing material terms. But because contracts are rarely, if ever provided, in an Asian language, LEP consumers have no means of “checking” the accuracy of the salesperson’s disclosures, or lack thereof.

Asian Law Caucus recommends that the Commission examine the extent to which in-language information is reaching LEP consumers. The Commission should survey carriers, CBO’s, and LEP consumers to determine the extent to which in-language information is currently being distributed and the methods by which such information could more effectively be distributed. For instance, are information brochures best distributed at dealers or is there some other, better source (i.e., CBO’, information booths at malls, internet, media, etc.)? This can help the Commission and carriers to determine the most effective means of delivering information to LEP consumers.

The Commission should examine the extent to which advanced technologies such as the internet can be used to enable delivery of in-language contracts and services

Carriers have claimed that the costs of providing in-language contracts or summaries of key, rates and terms and in-language customer service are prohibitive and, as a result, could

make it impossible for a carrier to deliver services to an LEP community.² At no point in this proceeding, however, have carriers identified the actual costs for providing comprehensive in-language service nor have they provided a breakdown of how these costs are distributed. Asian Law Caucus suggests, however, that the cost of providing in-language contracts and services may not be as significant as carriers claim, particularly if advanced technologies are incorporated into the process.

Asian Law Caucus has determined that translating a one page sheet containing key rates and terms into Chinese would take four hours or less (see Van Declaration, ¶2). Translation of a full page contract into Chinese would take one full business day or less (see *Id.* At ¶3). As such, the actual translation process itself cannot be claimed as a significant cost relative to other costs incurred by carriers such as marketing.

Distribution of in-language contracts, written authorizations, or other service and rate summaries also may not be as difficult as it would seem upon initial glance -- even to the thousands of independent telecom services dealers throughout California. One potential cost of distributing in-language contracts might result from the often rapid changes that need to be made to contract forms. Not only would a carrier have to update the form into numerous languages, they would have to coordinate distribution of these forms to their thousands of dealers -- particularly in the wireless industry. Advanced technologies over the internet, however, may provide a viable alternative to resolving this issue.

² Verizon Wireless's Comments on the Alternate Proposed Decision of Commissioner Grueneich (February 14, 2006) at 4.

Asian Law Caucus suspects that Verizon Wireless, for instance, may have moved towards an internet based interface with its dealers for signing up and printing out customer contracts. (see **Exhibit I**). This internet interface could vastly simplify the problem of distributing continuous updates to contracts and forms that are necessary to the fast moving cellular industry. Once a form has been updated – a dealer would have instant access to it and would not need to wait to receive new forms in the mail. Such a system could vastly simplify distribution of in-language contracts and information materials. Verizon Wireless could simultaneously update contracts in numerous languages online – which would then be instantaneously available to its dealers and other distributors. Non-English fonts are readily available and would not pose a barrier to accessing these materials. In most cases, obtaining a non-English font is a simple matter of updating an operating system to include the necessary fonts – most of which are bundled with existing operating systems like Microsoft Windows XP.

Finally, there are also technologies that exist which could reduce the cost of providing, live, in-language customer service. For instance, some carriers, including AT&T, utilize a third-party language interpretation services that enable an LEP consumer to communicate with a carrier's English speaking customer service operator. Given the rapidly advancing technology around telecommunications and the ready access carriers have to these technologies, use of such services should only become easier and easier. The carriers, as a result, would not have to hire a new in-language employee every time it or one of its dealers marketed to a new LEP community.

The Commission should expand the study plan to investigate problems specifically relating to wireless dealers and pre-paid telephone cards

Wireless Dealers

The Asian Law Caucus recommends that the Commission include an investigation of the practices of wireless dealers operating in LEP communities. Over the past three years, Asian Law Caucus has provided complaint resolution services to hundreds of consumers with telecom problems. Over half of these complaints relate to the wireless industry, by far the single highest concentration of complaints by sector. Of these complaints, at least half stem from practices arising out of wireless dealers (see Declaration of Jeffrey Lo (hereinafter, “Lo Declaration”), ¶4).

Examples of some of the more common problems include direct oral misrepresentation or omission of material terms of the wireless service. While the omitted terms are often included within an English language contract, written authorization, or summary of key rate/terms provided to the LEP consumer, such written materials frequently do LEP consumers no good because they cannot comprehend such materials prior to completing the purchase (Lo Declaration, ¶7). In some cases, when LEP consumers discover additional or different terms in the written contract, dealers may refuse to cancel the service contract without charging their own dealer imposed cancellation fee *even if the consumer attempted to do so within the trial period* (Lo Declaration, ¶8).

Frequent abuses have also occurred around misleading fraudulent rebate offers. Asian Law Caucus has tracked wireless dealer advertisements in the Chinese community that offer rebates of up to \$750 or more to LEP consumers. (Lo Declaration, ¶8). Some dealers have no intention of honoring such rebates or simply go out of business or switch business names to avoid having to fulfill such rebates. (see Lo Declaration, ¶6).

Dealers often impose exorbitant “secondary” cancellation fees that are imposed on top of existing carrier cancellation fees. Many times, such cancellation fees are not disclosed orally but

are included only within an English language contract that the LEP consumer signs directly with the dealer (Lo Declaration, ¶8).

In other instances, Asian Law Caucus has represented consumers who were victims of direct fraud. In one pattern of fraud detected by the Asian Law Caucus, certain dealers were capitalizing on the recent merger between AT&T Wireless and Cingular Wireless by calling their AT&T customers and informing them that because of the merger they had to switch services. In all of these cases, the LEP consumers ended up paying significant costs to switch to Cingular and ended up on rate plans that were more expensive. In another instances, Asian Law Caucus has caught wireless dealers changing the terms of a contract after negotiating with a consumer. Finally, Asian Law Caucus encountered instances in which personal consumer information provided to a wireless dealer was used to open numerous other wireless accounts in numerous other dealers across the Bay Area.

While direct responsibility lies with the wireless dealers, this is more than a problem of a few “bad apples” spoiling it for the rest. Asian Law Caucus suspects such fraud, misrepresentation, and lack of adequate disclosure by wireless dealers are rampant and, in fact, are enabled by carrier practices and policies with regard to their dealers. First and foremost, many wireless carriers lack language accessible customer service. This isolates LEP consumers who have been victimized by wireless dealers because they simply have no where to turn to resolve a complaint.

Second, carriers themselves often disavow responsibility for the actions of wireless dealers. In what has become a typical response, most wireless carrier customer service representatives will not acknowledge responsibility for the malfeasance of their dealers. (see Lo

Declaration, ¶5). While at least one carrier, Cingular Wireless, has provided Asian Law Caucus with contacts within company management to report dealer malfeasance, the typical consumer will not have such access, making this solution an inadequate, temporary fix at best.

Third, Asian Law Caucus suspects that carriers do not regularly monitor the practices of their dealers in LEP communities. As a result, carriers are literally blind to issues raised by LEP consumers. Because of language isolation issues, LEP consumers by and large report complaints back to the dealers who sold them their service. If the complaint is based upon fraud, the dealer clearly will ignore it. Even when the complaint is not based upon fraud, carriers have no way of tracking such problems because, Asian Law Caucus suspects, dealers are not required to report such complaints up to the carrier.

Fourth, these cumulative practices and policies of turning a blind eye to problems arising from wireless dealers enables wireless dealers to engage in fraudulent or negligent practices because these dealers know that there is no one to enforce any type of punitive or other corrective measures against them.

Based on these numerous issues, Asian Law Caucus recommends that the Commission launch an investigation into (1) common problems generated by wireless dealers and (2) wireless carrier practices relating to their retail dealer networks. The Commission should work with CBO's to gather more information regarding the first stage of this investigation. The Commission should directly investigate carriers on the second stage of the investigation -- paying close attention to the structure of the distribution network and agent/dealer commissioning process. Armed with this "birdseye" view of the industry, the Commission can

better access whether and how the problems relating to wireless dealers are systemic in nature and whether and how regulatory reform can address these issues.

Pre-paid Phone Cards

Pre-paid telephone cards are also a significant source of trouble for LEP consumers. Many LEP consumers use pre-paid telephone cards because of their low rates, particularly for international calls. Many pre-paid phone cards, however, fail to live up to expectations. Common problems include (1) failure to disclose all sources of charges on the card itself, (2) non-operating customer service number, (3) failure to provide in-language information on additional charges when the product is marketed in that language, and (4) fraudulent practices.³

Asian Law Caucus recommends that the Commission use its investigatory powers to examine each of the above problem areas to determine the scope of the problem with pre-paid phone card companies targeting LEP communities.

Asian Law Caucus respectfully requests that the Commission extend the time period to submit additional materials related to this proceeding

Asian Law Caucus respectfully requests that the Commission extend the time period to submit additional materials that could inform the Commission's language access study plan. The Asian Law Caucus is presently designing and conducting a pilot study that will investigate a number of issues relating to this proceeding. Such issues include (1) availability of in-language customer service by carriers and the ease of accessing these services, (2) the level of in-language

³ Fraudulent activities, are particularly difficult. As an example, Asian Law Caucus has fielded reports that certain pre-paid card operators are switching users over to their default long-distance carriers if the card company's lines are busy (suggesting that the pre-paid phone card company has oversold access to its network). The consumer is then charged the going rate for long distance by their default company. Because many LEP consumers have not signed up for special rate plans with their default company, the default company charges them "market" rate, resulting in monthly long distance bills that can reach hundreds or even thousands of dollars.

information provided to LEP wireless consumers prior to and while purchasing from wireless dealers located in LEP communities, and (3) the frequency of misrepresentation by wireless dealers serving LEP communities.

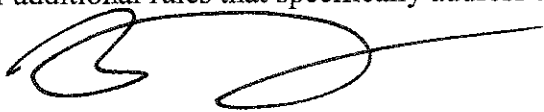
The Asian Law Caucus will collaborate with several CBO's across the state who are part of the Community for Telecom Rights network to conduct this study in various LEP communities. Because of the level of coordination involved, Asian Law Caucus expects to complete the study within two months and requests that the Commission extend its deadline for submitting materials into the record of this proceeding.

Summary of Recommendations

1. The Commission should work with CBO's serving LEP communities to determine the exact needs that such communities have around consumer education. Focus groups and surveys of LEP consumers would be an ideal method for making such determinations.
2. The Commission should investigate not only the scope of in-language written materials generated by carriers available to LEP consumers but whether these materials reach LEP consumers at critical decision making times.
3. The Commission should work with CBO's and carriers to investigate the extent to which advanced technologies can facilitate provision of in-language customer materials and services.
4. The Commission should launch investigations relating specifically to the problems that LEP communities encounter with wireless detailers and pre-paid phone cards and determine the extent to which such problems call for regulatory reform to address systemic problems, including (1) the need for in-language written contracts, authorizations, or summaries of key

rates and terms, (2) the need for in-language customer service, (3) the need for customer service standards specifically tailored to LEP consumers, (4) the need for in-language billing, (4) the need to clarify existing regulations governing the responsibility that carriers have for their dealers, and (4) the need for stronger enforcement standards around pre-paid phone cards.

5. The Commission should extend by two months the time for Asian Law Caucus to submit an additional study it is presently conducting potentially in conjunction with other CBO's across the state.
6. The Commission should open a "Phase II" to this proceeding to formally examine the need for additional rules that specifically address the needs of LEP communities.



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DECLARATION OF PHILIP VAN

I, PHILIP VAN, declare:

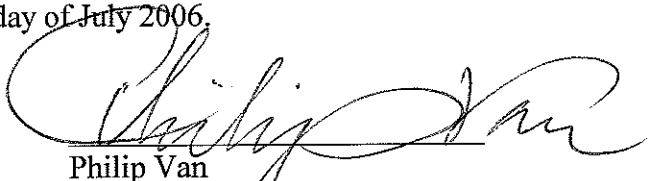
1. I am currently employed at the Asian Law Caucus ("ALC") located at 939 Market Street, Suite 201, San Francisco, CA, 94103 as a receptionist, interpreter and translator. I have worked for the ALC for more than ten years in this capacity.

2. I am fluent in Cantonese, Mandarin, Vietnamese, and English. I have regularly translated documents from English to all of the above-mentioned languages and vice versa during my entire time at the Asian Law Caucus.

3. Based upon my experience, a one-page sheet containing key rates and terms like the one attached hereto as **Exhibit F** would take four hours or less to translate into Chinese from English. Translation of a full page contract like the one attached hereto as **Exhibit G** into Chinese from English would take one full business day or less.

4. I scan the Bay Area's Chinese newspapers on a daily basis as part of my job function. I see advertisements in these newspapers for cellular services on a regular basis. Nearly all of these advertisements are posted by wireless dealers.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and is executed on this 13th day of July 2006.


Philip Van
Asian Law Caucus

DECLARATION OF CHRISTINA J. MARTIN

I, CHRISTINA J. MARTIN, declare:

1. I am a law clerk at the Asian Law Caucus ("ALC") located at 939 Market Street, Suite 201, San Francisco, CA, 94103.

2. On July 12, 2006, at approximately 10:00 a.m., I used a computer with internet access at the ALC to browse the websites of the following cellular service carriers: T-Mobile (www.t-mobile.com), Verizon (www.verizonwireless.com), Cingular (www.cingular.com), Sprint (www.sprint.com), and Nextel (www.nextel.com, now merged with Sprint).

3. On the above date, I searched each of the above-mentioned websites for availability of in-language access to customer service for limited-English-speaking ("LEP") customers. The following is what I found on each website.

4. On the T-Mobile website, I found that the main page had a Spanish-language link ("Espanol") which translated the website into Spanish. Clicking on the "Contact Us" link, there were two Spanish-language toll-free customer service numbers displayed but no services for other languages. I then typed the word "Chinese" into the box for the website's internal search engine but there was no customer service information available for this language. Just to explore the possibility of another widely-used language in California, I searched the word "Tagalog" on the internal search engine but no matches were found.

5. On the Verizon website, I found that the main page did not have any non-English link nor were there any non-English customer service numbers after I clicked on the "Contact Us" link. I then typed the word "Chinese" into the box for the website's internal search engine but there was no customer service information available for this language nor was there any for "Tagalog" after I used

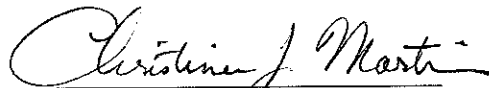
1 the internal search engine to search for this word.

2 6. On the Cingular website, I found that the main page had a Spanish-language link ("Español")
3 which translated the website into Spanish. Clicking on the "Contact Cingular" link reveals no non-
4 English language access. I then typed the word "Chinese" into the box for the website's internal
5 search engine and the 8th document of the search results was a brochure for "Choosing a Wireless
6 Service Provider", entirely in English. This brochure also listed an e-mail for Consumer Action
7 which assists with "Chinese, English and Spanish spoken", entirely in English. When I typed the
8 word "Tagalog" into the internal search engine, there were no matches.

10 7. On the Sprint website, I found that the main page had a Spanish-language link ("Español")
11 which translated the website into Spanish. Clicking on the "Contact Us" link, the Spanish-language
12 link was again offered. As for other languages, they did not appear either on the main page or the
13 contact page and I was unable to search for them as I could not locate an internal search engine.

15 8. For language access availability on the Nextel website, please see paragraph number 7 as
16 Sprint and Nextel are now one company.

18 I declare under penalty of perjury under the laws of the State of California that the foregoing
19 is true and correct and is executed on this 13th day of July 2006.

21 

22 Christina J. Martin, Law Clerk
23 Asian Law Caucus

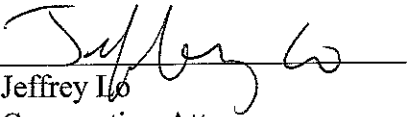
DECLARATION OF JEFFREY LO

I, JEFFREY LO, declare:

1. I am an attorney licensed to practice law before all of the courts in the State of California.
2. I am a cooperating attorney at the Asian Law Caucus located at 939 Market Street, Suite 201, San Francisco, CA, 94103.
3. My duties at the Asian Law Caucus include assisting low-income, limited English proficient (LEP) and monolingual clients resolve complaints with their telecom providers. Since March of 2006, I have handled the bulk of complaints involving telecom handled by the Asian Law Caucus.
4. Since 2003, the Asian Law Caucus has provided assistance to hundreds of LEP and monolingual consumers with telecom complaints. Of those complaints, over 50% were related to wireless, by far the largest number of complaints from any one sector of the telecom industry. At least half of all complaints relating to wireless service originate from negligent or fraudulent activities of wireless dealers located in LEP communities.
5. In every instance where I have contacted a wireless/cellular carrier's customer service representative to resolve an issue originating from a wireless dealer in selling that carrier's product in a LEP community, the carrier's customer service representative refused to assist me. In every such instance, the customer service representative informed me that the dispute was not with the carrier but with the particular wireless dealer.
6. The single most significant problem I have encountered relating to wireless dealers in LEP communities involves dealer rebates. These rebates are never offered in the primary

1 language of a LEP consumer but are offered only in English. Many LEP consumers, as a
2 result, do not comprehend the terms of the rebates. Some rebates are written so poorly that
3 even native English speakers cannot understand what is required (see **Exhibit J**). Other
4 rebates offered by dealers are simply fraudulent. In 2005-2006, 8 LEP consumers came to
5 the Asian Law Caucus seeking help for rebates concerning one particular cellular retailer.
6 The cellular retailer was offering a dealer rebate in amounts up to \$750 after 6 months of
7 continuous use of the cellular service. (see **Exhibit K**). When these customers tried to redeem
8 their rebates, the store refused to honor the rebate claiming that the rebate had been offered
9 by the old owner so they were not responsible for it.
10

- 11 7. I have assisted numerous consumers who purchased wireless services from dealers in LEP
12 communities where the dealers failed to disclose key rates and terms in the LEP consumer's
13 primary language but which were contained in the English language written contracts of
14 summaries of terms and conditions.
15
16 8. I have assisted LEP consumers who have attempted to cancel their wireless service within the
17 carrier specified trial period but were charged a separate cancellation fee by the wireless
18 dealer where they purchased the service from. (see **Exhibit L**).
19
20

21 
22 Jeffrey Lo
23 Cooperating Attorney
24 Asian Law Caucus
25
26
27

How to shop for wireless service

Whether you already have wireless service or you're just getting started, it's a good idea to shop around, read each company's offers carefully, and ask questions about anything that is not clear to you. If you already have wireless service, it's a good idea to bring your current bill with you when comparing services.

1 Read the Calling Plan Brochure & Contract

Before you sign a contract for wireless service, read all the terms and conditions of the contract and any calling plan brochure that is provided. This is important information that you should be aware of when you purchase wireless service. You may also want to check out the company's website for information on the plan you want. If you have any questions, ask the sales representative or call the company.

2 When & Where You Want to Use Your Wireless Service

The primary consideration in choosing a plan is when and where you will be using your phone. Will you mostly use your phone in the local area or when you travel? Companies offer a variety

of calling plans, such as local, regional, or nationwide.

Will you use your phone on nights and weekends or mostly during the day?

Many companies offer calling plans that include a total amount of allowed minutes of use ("bucket") that can be used anytime or only at peak times during the month and a second bucket that can only be used during nights or weekends or off-peak times. Check with each company to learn what's included in their plans and how much you will be paying each month.

3 Test Your Phone and Features During the Trial Period

Take advantage of the trial periods that most companies offer to test all the features of the wireless phone as well as your coverage area. During the

10 You Can Keep Your Wireless Phone Number

You can keep your wireless phone number even if you switch wireless phone companies.

- Check to see if you are under contract with your current carrier. If so, you may be obligated to pay an early termination fee for canceling service before the contract expires.
- You may need to purchase a new phone because most wireless devices are designed for use on a particular carrier's network.
- It will usually take several hours, and in some instances could take longer, to complete the change.

calphoneinfo
California's Consumer Education Initiative

www.calphoneinfo.com

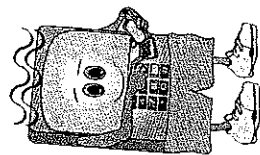
1 (800) 649 7570 – CPUC Hotline

FOR FURTHER INFORMATION PLEASE VISIT:

www.cpuc.ca.gov

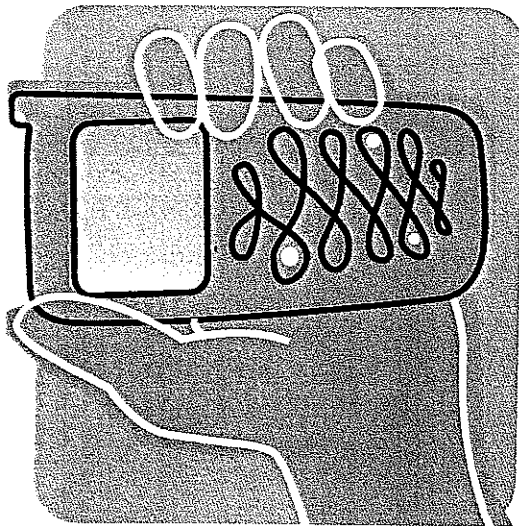
www.fcc.gov

www.ftc.gov



"I'm Keypad Kid and I can help you be a smart phone consumer."

If you have an unresolved dispute with your phone company, you can file a complaint at www.calphoneinfo.com or call the CPUC hotline at 1 (800) 649-7570.



10 Tips About Buying Wireless Telephone Service

calphoneinfo
California's Consumer Education Initiative

Sponsored by the
California Public Utilities Commission
with assistance from telephone companies
and community based organizations

www.calphoneinfo.com

Exhibit A

trial period, typically 14-30 days, consumers can cancel service without incurring an early termination fee. Use your phone at home, at your office or wherever you usually go, including on frequently driven roads, and during the time of day that you generally expect to use your service. Be sure you verify how long the trial period is before you leave the store or finalize the agreement.

4 Know Your Coverage Area

Wireless companies describe the area where you should be able to use your wireless phone as a "coverage area." Each company has different coverage areas. Most companies publish coverage maps; check to see if your company has them. You can ask the company for a coverage map or coverage maps may be posted on the company's website. Be aware that these maps are not exact and are simply an estimate of the coverage you should expect in your area. Actual coverage can vary and is dependent on many factors. Weather, mountains, hills, buildings, the number of customers using the network and other factors can adversely affect coverage and your ability to complete a call.

5 Alternatives to a Long-Term Contract

Instead of a contract, which lasts for one or two years and includes the possibility of an early termination fee, some companies offer month-to-month options or a flat rate plan with unlimited minutes. Another option is for subscribers to use "pay as you go" or "prepaid" wireless services, which do not require long-term contracts and usually do not have any early termination fees. Make sure you know your calling patterns to determine if this alternative is right for you. If you choose a prepaid option, make sure you know if and when the minutes you buy will expire, and whether it covers long distance or international calls.

6 Learn About the Types of Costs on Wireless Phone Bills

Wireless phone service is generally billed differently than your traditional home phone service. Wireless calling plans generally include a "bucket" of minutes that you can use each month. Depending on your plan, the "bucket" of minutes included may (or may not) include roaming (charges for calls when outside your coverage area) or long distance charges. Read your contract and rate plan brochure to understand the charges associated with the plan you are considering.

sidering. You can ask to see a sample bill so you can see an estimate of what you will be paying in taxes and other fees each month in addition to your plan charges. Here are examples of what you should consider before you purchase service:

- **Activation Fees:** Will you be charged a fee to begin service?
- **Additional Fees:** How much can you expect to pay per month in taxes and regulatory cost recovery fees?

- **Airtime:** Will you be charged for both incoming and outgoing calls?
- **Customer Service:** Will you be charged for calling customer service from your wireless phone?

- **Directory Assistance ("411"):** Will you be charged for Directory Assistance services?
- **Dropped Calls:** Can you receive a credit for "dropped calls," defined as calls which are interrupted due to poor coverage areas?

- **Internet Service:** If you choose to use Internet service, how much will you be charged for sending emails or web browsing?
- **Long Distance:** How are long distance calls charged on your wireless plan?

- **Minute Increments:** Does the carrier bill in whole minute or partial minute increments? When does billing begin and end?

No wireless company's network covers every square mile of the state or the nation. To make sure you can use your phone in

as many places as possible, companies enter into "roaming" agreements with each other to help handle calls in areas where your company does not offer service. Review your calling plan brochure and mine whether roaming will be included in your monthly "bucket" of minutes or if there will be an additional cost and how long it may take for the roaming charges to appear on your bill. Also, ask the carrier how you will know when you are roaming and whether the services offered on the carrier's network (voicemail, caller identification, etc.) are available while roaming.

- **Text Messaging:** What is the per-message charge for text messages? Can you send messages to people who use other wireless services?
- **Toll-Free Numbers:** Will you be billed airtime for toll-free calls?
- **Unanswered Calls:** Will you be charged for unanswered calls? Be aware that if you exceed the number of minutes included in your plan's monthly base rate, you can expect additional charges. If you purchase a plan in which you share minutes with another customer, be sure you understand how the minutes will be allocated. Carefully review your first bill to make sure you received the correct calling plan and features.

How long distance calls are charged on your wireless plan will probably be different than what you are used to on your landline phone. Wireless "local" calling areas are generally larger than your home phone's local area. Wireless long distance calls generally include calls made to a location outside of your local calling area. Review your calling plan brochure to determine whether long distance calls are included in the service plan or whether you will be billed an extra per-minute charge for long distance calls.

8 Long Distance

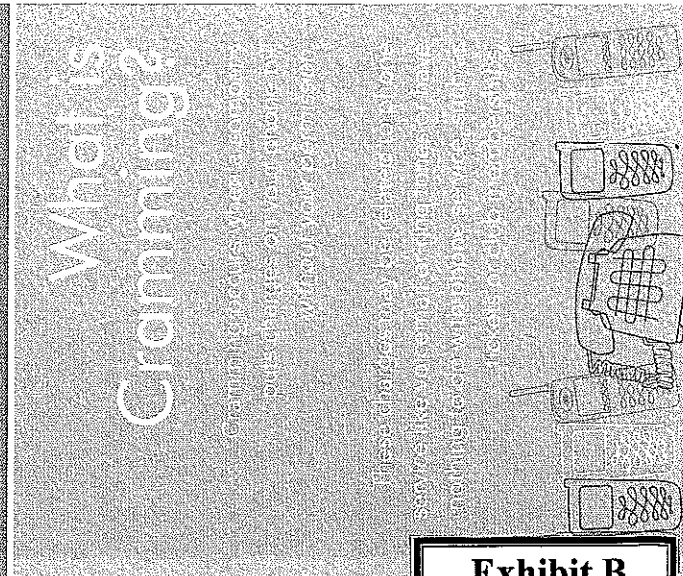
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Roaming

No wireless company's network covers every square mile of the state or the nation. To make sure you can use your phone in

9 Understand Your Special Features

In addition to offering traditional voice service, many companies offer additional features or services such as Internet browsing, text messaging, or picture messaging. If you want these features, it is a good idea to use them during the trial period offered by the carrier. Be sure to ask how you will be billed for the use of these features. For example, you may be charged by the minute for voice calls, but charged by the file size ("kilobyte") or per message for wireless Internet or text messaging usage. If your cell phone needs include Internet access, make sure the salesperson has shown you how to use these features and has explained how you will be charged for each service. You should also know what steps are required to cancel these special services. Another category of minutes is "mobile to mobile," which means calls made from one cell phone to another cell phone. Make sure you understand what mobile telephone numbers you can call using "mobile to mobile" minutes. In addition, some carriers allow you to roll unused minutes over from month to month. Check with the individual carrier to determine whether it offers either of these options, whether the option is included in your specific plan, and any restrictions that might apply.

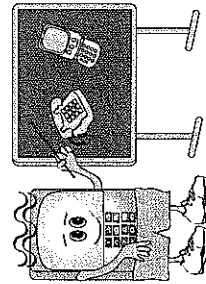


Kid KeyPad © 2000 Charles Boyle • Copyright 2000 Charles Boyle

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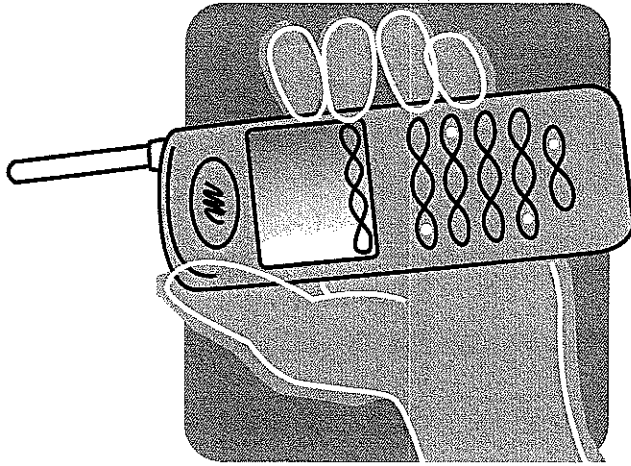
www.calphoneinfo.com
1 (800) 649 7570 – CPUC Hotline

FOR FURTHER INFORMATION PLEASE VISIT
www.cpuc.ca.gov
www.fcc.gov
www.ftc.gov



"I'm Keypad Kid and I can help you be a smart phone consumer."

If you have an unresolved dispute with your phone company, you can file a complaint at www.calphoneinfo.com or call the CPUC hotline at 1 (800) 649-7570.



Slamming & Cramming

What you need to know

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and community based organizations

www.calphoneinfo.com

How will I know if I've been Slammed?

If you've been slammed, you will either get a bill from a new company or the charges from the new company will appear in your local phone bill.

Read your bill carefully each month. Be sure the long distance company listed is the one you picked.

To make sure your long distance service has not been switched, call 1 (700) 555-4141 from your home phone. The recording will tell you the name of your current long distance company.

What should I do if I've been Slammed?

Be sure to ask all members in your household if they switched phone companies and forgot to tell you.

Contact your local phone company or your preferred long distance company to report the problem. Be sure you're not charged a fee to be switched back.

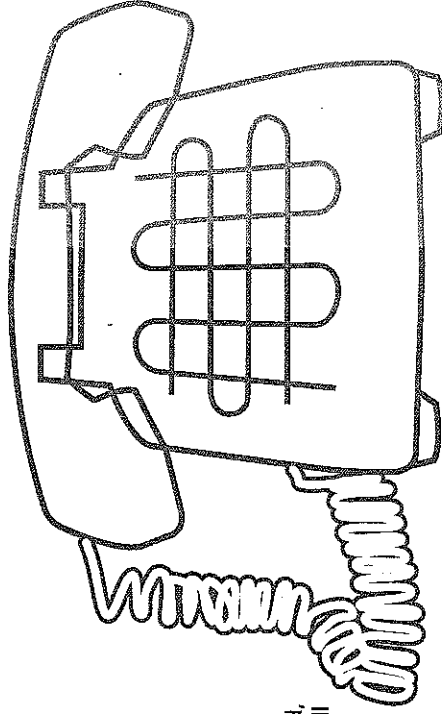
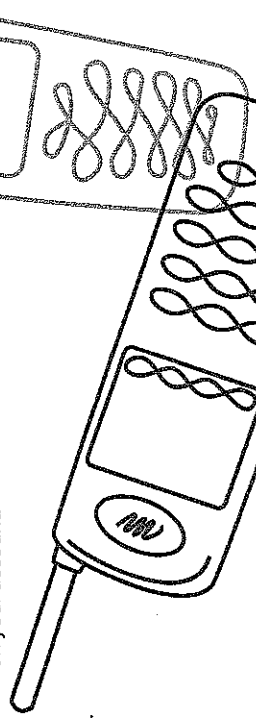
You may also write to the company that you believe slammed you. Use a certified return receipt letter to dispute charges and demand that it return you to your preferred company.

If you believe you have been slammed, contact the California Public Utilities Commission (CPUC) immediately (see contact information on the back). You may be able to avoid paying some of the charges. But be alert so you do not miss important requirements and deadlines.

- Even if you have not lost any money, report the slam to the CPUC. By doing so, you can help prevent other consumers from becoming slammed victims.
- Keep a list of everyone with whom you have spoken and what you discussed with those people to resolve your issue. List dates, names, and employee ID numbers, and results of each conversation.

How can I prevent being Slammed?

Ask your local phone company to place a "freeze" on your account so that only you can call to switch companies. This is also called a "PIC Freeze." Ask your company to record who is authorized to make changes on your account.



How will I know if I've been Crammed?

Cramming may be hard to spot because the bill could be from a company that you recognize (e.g., your local phone company, wireless company, or long distance company). But, if you have been crammed, you will see one or more charges on that bill for items or services you did not purchase. The company that charged you may be different than your phone company.

Read your bill carefully – look for charges for purchases you didn't make.

If you cannot solve the problem with the company that put the charges on your bill or with your phone company, contact the California Public Utilities Commission (CPUC); see contact information on the back.

Even if your problem has been resolved, contact the CPUC to report what happened. By doing so, you may help prevent other consumers from becoming cramming victims.

Keep a list of everyone with whom you have spoken about the situation and what you discussed with those people to resolve your issue. Your list should include dates, names and employee ID numbers, and the results of each conversation.

How can I prevent being Crammed?

Call and ask about any charge you do not recognize or that is not described clearly, even if the amount is small.

Ask your phone company if it offers "bill blocking." This feature prevents certain kinds of charges from appearing on your bill without your approval.

Know what charges should appear on your phone bill (see CPUC Fact Sheet "Understanding Your Bill").

Read everything you sign, including the small print to make sure that you are not unknowingly agreeing to charges on your phone bill.

If a telemarketer calls, ask to speak with someone in your own language. You are not required to speak to telemarketers.

Do not call toll-free numbers or provide personal or financial information unless you know whom you are calling.

Report a lost or stolen wireless phone to your wireless company right away.

Information Specific to Cell Phone Bills

- Cell phone or "wireless" bills typically have more sections that detail the charges for your services. Sections will include: the charge for the plan you purchased, a list of the calls you made and the associated charges (if any) for going over your monthly plan's minutes. There may be charges for optional services such as Internet access and text messages.

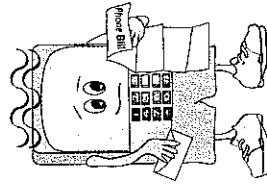
- Many wireless companies also offer consumers the option of prepaid or pay-as-you-go plans. Some carriers also offer flat-rate plans. With these plans, there may be no monthly bill, or your bill may be simpler. Be sure to check out which service plan is right for you.

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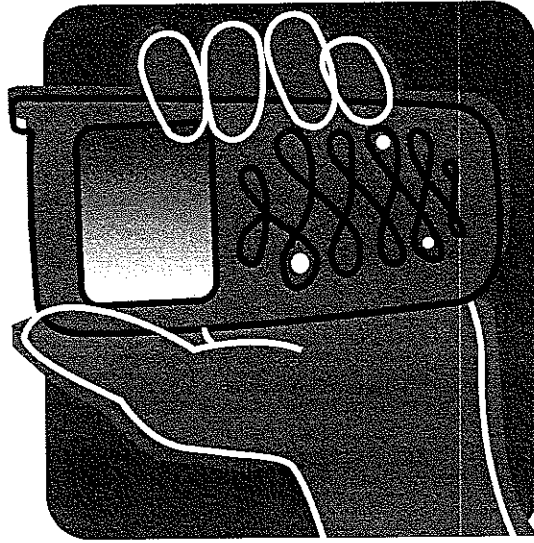
FOR FURTHER INFORMATION PLEASE VISIT:

www.cpuc.ca.gov
www.fcc.gov
www.ftc.gov



*"I'm Keypad Kid and I can help you be
a smart phone consumer."*

If you have an unresolved dispute with your phone company, you can file a complaint at www.calphoneinfo.com or call the CPUC hotline at 1 (800) 649-7570.



Understanding Your Phone Bill

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California Public Utilities Commission
with assistance from telephone companies
and community based organizations

www.calphoneinfo.com

Billing practices common to traditional phone companies, wireless and cable companies

- Companies usually bill customers each month.
- Telephone bills are usually divided into sections with charges for the services you ordered.
- Customer bills are sent either by mail, viewed and paid on-line using the company's web site, or automatically billed to your credit or debit account in which case you may not receive a paper bill.

Customer bills contain a lot of information and may be difficult to figure out. This brochure can answer many of your questions about your bill.

For specific answers, contact your telephone service provider.

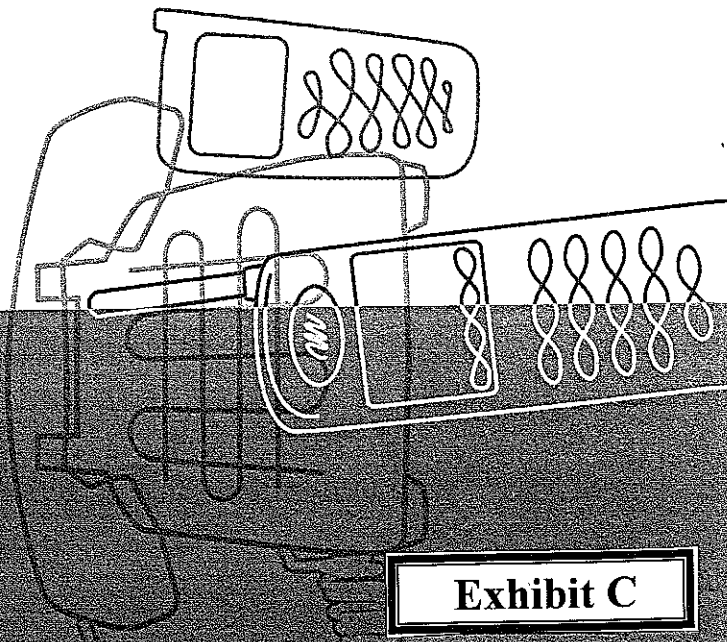


Exhibit C

Information about Local and Long Distance Bills

- Local service companies generally offer two options: (1) a month that includes an unlimited number of free calls in a local area or (2) a "measured rate" where the monthly fee is less but there is a limit on the number of free, local calls you can make before having to pay for each extra call. The "measured rate" option saves money if you don't make many calls each month.
- You can avoid having your home phone disconnected by paying the amount listed on your bill for basic dial tone service.
- Long distance charges will be found in a separate section of the bill. Details include all the calls you made, the date and time you called, how long you talked and the charge for each call.
- A fee, often called the "Federal Subscriber Line Charge," is not technical tax because it is not sent to the government. However, the Federal Communications Commission has given wireline phone companies permission to collect it each month and most do. This charge, together with the monthly fee for local service, covers the costs of the telephone network.
- Some telephone companies issue calling cards to make calls from a payphone or other telephones and charge the call to your home phone. Those charges will be on your bill. Calling cards are often convenient but the cost per minute is generally more expensive.
- When you order a service, your first bill often will be higher than bills that come later, due to setup or installation fees.
- Both wireline and cell phone companies usually charge a fee when you call directory assistance ("411") to look up a phone number.
- There are government fees and taxes that all telephone companies are required to collect and send to the government.
- Telephone companies often make special offers, called packages or bundles, that allow you to get several services at a lower price than if you bought all the services separately. It may be a good deal if you want all the services included in the bundle or package. If not, you may be better off buying fewer services at the regular price.

- One of the bill sections contains the name, phone number and address of your telephone company. Questions about your bill should first be directed to your phone company.
- The bill should also contain contact information for the California Public Utilities Commission where you can resolve a dispute that you can't resolve with your phone company.
- The total owed and the amount you paid the month before usually appear in the summary section.
- Each charge on the bill must be described clearly.
- Pay attention to the due date on your bill and pay all charges by that date to avoid late payment charges, or phone disconnection.
- Sometimes your phone bill contains charges from another company. For example, your local phone company may include a bill from your long distance phone company so that you only have to make one payment. Likewise your cellular bill may include charges from a different company for ring tones or other items that you downloaded.

Misleading Ads & Services

General Tips:

- ▶ Read the fine print.
- ▶ Immediately check and save your bills.
- ▶ It is your right to question charges.

- ▶ **Do not give** personal information over the phone unless you called your telephone company directly for assistance.

Be careful of dialing any number that has an unfamiliar area code.

For example, the "800" area code is located in the Caribbean and has high international rates. When in doubt, check your phone book, the Internet, or ask the "0" operator or "411" operator.

Be careful of call forwarding scams.

If you get a message stating that you have won a prize, do not follow the caller's directions (ex: dial the "*" or "#" key followed by a two digit number with an 800 number to claim your prize). This may allow strangers to make long-distance calls and bill them to you.

Prevent collect call fraud.

Never accept collect calls unless you know who is calling. Collect calls may be coming from a foreign country and result in high international rates.

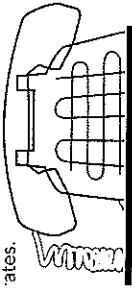


Exhibit D

Minimum Charges: An ad may state that long distance calls cost only 5¢ a minute, but may not clearly state that there could also be a minimum charge per call of \$6.

Geographic Restrictions:

An ad may state that long distance calls within the U.S. are 5¢ per minute, but the service may only be for state-to-state calls. The rate for calls within California is often higher.

Time Restrictions: An ad may state that a rate for long distance is 5¢ per minute, but this rate is only available between 9 p.m. and 6 a.m. Calls at other times will cost more.

General Tips to

Avoid Being Misled

- Keep the advertisement.
- Keep all written material.
- Keep your bills for several months.
- Talk to the company's customer representative before signing up for service.
- Ask for all information in writing.
- Ask if the company offers information in your native language.
- Sometimes companies will offer services for reduced prices; but this price may only be for a limited time. Always ask: "What will my rate be after the promotional offer?"

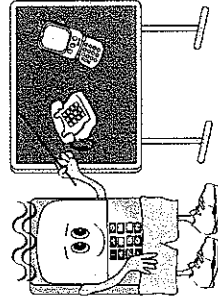
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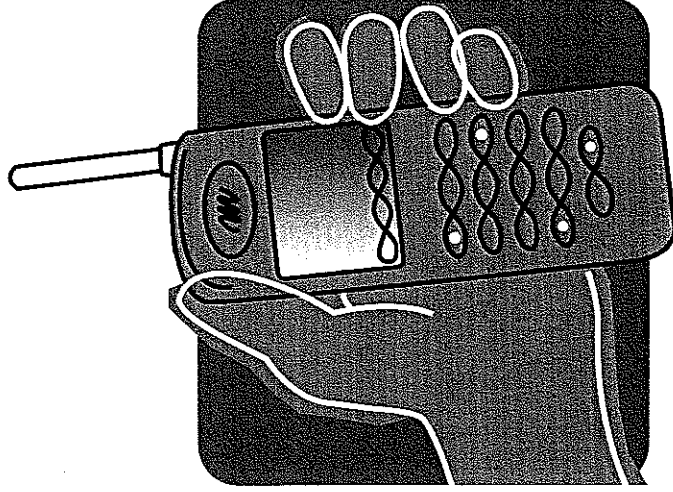
FOR FURTHER INFORMATION PLEASE VISIT:

www.cpuc.ca.gov
www.fcc.gov
www.ftc.gov



"I'm Keypad Kid and I can help you be a smart phone consumer."

If you have an unresolved dispute with your phone company, you can file a complaint at www.calphoneinfo.com or call the CPUC hotline at 1 (800) 649-7570.



Tips you should
know about
phone service

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and community based organizations

www.calphoneinfo.com

Slamming

Slamming is against the law. Slamming occurs when a phone company illegally changes your phone service from one company to another without your permission.

How Does Slamming Happen?

You can be slammed in a number of ways:

- Be careful when responding to ads or talking to telemarketers. If you don't want to switch, say "NO." If you are recorded and answer "yes" to any question, the recording can be used to prove you agreed to change your phone service.
- Be careful entering drawings and sweepstakes – the entry form may state in the fine print that you have agreed to switch your phone company.

What Can I Do if I've Been Slammed?

- Contact the company that charged you and ask to be switched back to your original company.
- Contact your preferred company and report the problem. You may be entitled to a credit, so call right away.
- Contact the California Public Utilities Commission for help and report the issue, call 1 (800) 649-7570 or log onto www.calphoneinfo.com.

Cramming

Cramming happens when a company puts charges on your phone bill without your permission. Cramming is against the law. These charges may be related to your phone

service (Internet, voice mail, call waiting) or unrelated such as club memberships.

How to Avoid Being Crammed

- Save your phone bills to check for new charges each month.
- Ask your company if it offers "bill blocking." This prevents certain kinds of charges from appearing on your bill without your approval.

What Can I Do if I've Been Crammed?

- Call the company that sent you the bill and tell them that you did not order the service. Pay the portion of the bill that you do not dispute.
- Call the company that charged you for the service you did not order and ask them to remove the charges.
- If needed, write a certified return receipt dispute letter to your phone company.
- Contact the CPUC for help and report the issue. Call 1 (800) 649 7570 or visit www.calphoneinfo.com.

Universal Lifeline Telephone Service (ULTS)

You may be eligible for discounted local telephone service, under the ULTS program, also known as California Lifeline, if your household qualifies as low income.

Household income before taxes must be no more than the following:

1-2 members	\$21,300
3 members	\$25,100
4 members	\$30,200
Each additional member	\$ 5,100

These figures are accurate from 6/1/06 to 5/31/07 and may change after 5/31/07.

- New rules allow customers to sign up by proving that their income does not exceed the limits listed above or by proving that they participate in either: SSI, NSL, Medicaid, Medi-Cal, Healthy Families, LIHEAP, Food Stamps, TANF, WIC or certain tribal programs.
- If you are currently enrolled in ULTS, send in the renewal card **each year** or you will have to provide proof of your eligibility.

Choosing Local Phone Services

Compare prices. Local phone services and fees may include the following:

- **Set-up Fees:** One-time fees for starting up your service may apply.
- **Flat Rate:** With a flat rate, you usually pay a monthly fee, but you have unlimited local calls.
- **Measured Rate:** With a measured rate, you pay a monthly fee that is lower than the flat rate, but have a limited number of free local calls. You will pay for each minute you go over the limit.

Choosing Wireless Services

Think about **when and where** you need your service and pick the best plan and company to meet your needs.

- **Trial Periods:** Most companies offer a period during which you can test all the features of the phone as well as your coverage area and cancel service without incurring an early termination fee (ETF) which may be charged for each phone on your account.

- If you purchase a cell phone from someone other than the wireless company itself, you may end up with two separate service contracts AND two separate ETFs.

- **Monthly Fees/Monthly Service Charge:** Monthly fees include a specific amount of "airtime" or minutes you can use each month, without incurring extra charges. Once you have used up your allotted minutes, you will be charged extra for any additional calls.

- **Roaming Charges:** Unless your plan includes roaming, you may be charged extra for making calls on another company's network.

- **Long-Distance and Toll Charges:** You may need to pay additional long-distance charges or toll charges for making long-distance calls from your cell phone.

- **Internet Media Downloads and/or Monthly Subscription Charges:** Block these services if you do not want them. Be especially careful of what your children are downloading.

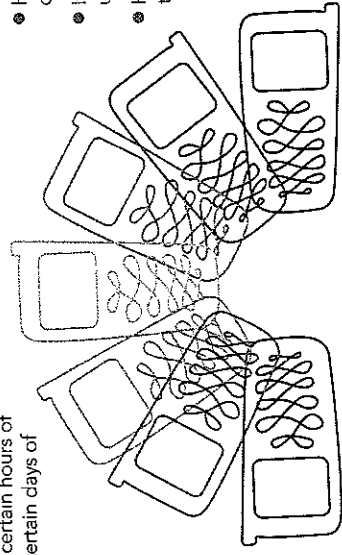
- Consider all the fees and rates and make sure that you understand what you are signing up for and how much it costs.

Prepaid Phone Cards

A prepaid phone card lets you make local, long distance, or toll calls from any phone.

What You Should Look For:

- Company name.
- An explanation of the per-minute charge in the advertisement.
- A 24 hr. toll free customer service number.
- An expiration date for the card.
- Any extra charges (for example, pay phone collect call charges, maintenance fees).
- How to get a refund for dropped calls.
- If minutes are rounded up or down.
- How to add funds to the card.



便利通訊

最熱賣家庭計劃線送
凡在本公司開辦VERIZON家庭電話之客戶
本公司將客戶支付第三、四、五線月費退還\$20、絕無取巧

為慶祝 EL CERRITO 市新店開張
店址 10821 San Pablo Ave
510.237.3368
免開台費、只限一週
送開台費高達\$135*

父親節 700 優惠計劃 凡購買任何一款家庭電話
即可獲贈免費第三、四、五線
第三線 new 第四線 new 第五線 new
送免費手機及全年月費
送總值 \$1680*

便利家庭套餐(一) 兩部免費免稅* Samsung A630 兩線 \$380* 兩線 \$320* 兩線 \$150*	便利家庭套餐(二) 兩部免費免稅* Motorola E815 兩線 \$280* 兩線 \$150*	便利家庭套餐(三) 兩部免費免稅* Motorola V3c 兩線 \$150*	便利家庭套餐(四) 兩部免費免稅* Samsung A950 @ CAST 兩線 \$60*	便利家庭套餐(五) 兩部免費免稅* LG VX8100 兩線 \$60*	便利家庭套餐(六) 兩部免費免稅* Motorola V3c 兩線 \$150*
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便利最強個人計劃(一)
\$29.99 (一年合約)
三頻全球通
插卡手機
送皮套、車充及耳機
三星 L6
現金折扣 \$120
加送 \$80 現金折扣

便利最強個人計劃(二)
\$39.99 (一年合約)
四頻全球通
插卡手機
送皮套、車充及耳機
Sony V3
現金折扣 \$80

以下所有進口 GSM 手機均以免費或最低價發售、欲購從速、歡迎比價

Nokia N90 最新系列 單線價 \$203 單線價 \$203	Nokia N70 最新系列 單線價 \$227 單線價 \$227	Nokia N91 最新系列 單線價 \$234 單線價 \$234	Nokia 7370 最新系列 單線價 \$237 單線價 \$237	Nokia 6280 最新系列 單線價 \$237 單線價 \$237
SonyEricsson W800 mp3 播放 單線價 \$186 單線價 \$186	SonyEricsson W810 mp3 播放 單線價 \$224 單線價 \$224	SonyEricsson K750i mp3 播放 單線價 \$237 單線價 \$237	Motorola L7 mp3 播放 單線價 \$237 單線價 \$237	Sharp 7035HF mp3 播放 單線價 \$237 單線價 \$237
Samsung D720 mp3 播放 單線價 \$186 單線價 \$186	Samsung D600 mp3 播放 單線價 \$186 單線價 \$186	Motorola V3i mp3 播放 單線價 \$237 單線價 \$237	Panasonic V37 mp3 播放 單線價 \$237 單線價 \$237	Sharp V903 mp3 播放 單線價 \$237 單線價 \$237
Samsung D900 mp3 播放 單線價 \$186 單線價 \$186	Samsung D720 mp3 播放 單線價 \$186 單線價 \$186	Motorola V3i mp3 播放 單線價 \$237 單線價 \$237	Panasonic V37 mp3 播放 單線價 \$237 單線價 \$237	Sharp V903 mp3 播放 單線價 \$237 單線價 \$237

三藩市(白雲) 624 Tereval St. (415) 664-3368	三藩市(北區) 2473 San Bruno Ave (415) 338-3363	勞倫斯(唐人街) 419 9th St. (415) 338-3363	Sunnyvale 9901 Lawrence Expy (408) 737-8893	Millbrae 227 E Camino Real (650) 952-8893	El Cerrito 10821 San Pablo Ave (510) 237-3368
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cingular
WIRELESS
Authorized Retailer

Motorola Razr V3
價錢面議

Samsung D807
價錢面議

Sony Ericsson W600i
價錢面議

Sony Ericsson Z520a
價錢面議

好事成雙家庭計劃
\$59.99/月費*(兩線)
550 分鐘繁忙時間
無限制非繁忙時間
無限制同公司手機對打

超訊傳訊 Super Tech Communications
三藩市: 2826 Geary Blvd. (415)928-8898
柏克萊: 2277 Shattuck Ave.(510)981-0088
屋崙: 320 13th Street (510)763-3363

*Cingular also imposes monthly a Regulatory Cost Recovery Charge of up to \$1.25 to help defray costs incurred in complying with State and Federal Telecom regulation State and Federal Universal Service charges, and surcharges for customer-based and revenue-based state and local assessments on Cingular. These are not taxes or government-required charges.

Limited-time offer. Other conditions and restrictions apply. See contract and rate plan brochure for details. Up to \$36 activation fee applies. Equipment price and availability may vary by market. Early Termination Fee. None if cancelled in the first 30 days thereafter \$176. The Cingular Authorized Retailer running this ad also imposes an equipment charge of \$300.00 if service is cancelled more than 30 but less than 210 days after activation. Sales tax calculated based on price of unactivated equipment. Cingular Nation: Cingular reserves the right to terminate your service if less than 50% of your usage over three consecutive billing cycles is on Cingular-owned systems. Customer must use phone programmed with Cingular Wireless preferred roaming database. (2) have a mailing address and live in the area in which subscription is made. Rollover Minutes: Unused Anytime Minutes expire after the 12th billing period. Night and Weekend and Mobile to Mobile Minutes do not roll over. Nights and Weekends: 9pm to 6am Mon-Fri, weekends 9pm Fri to 8am Mon. Unlimited nationwide mobile to mobile available with plans starting at \$39.99 with one year agreement. Family Talk is a registered service mark of Delaware Valley Cellular Corp., an SBC company. ©2006 Cingular Wireless all rights reserved.

Exhibit E

Exhibit E

實通傳訊

慶祝二十年歷史(2006年)

Since 1986

Ad Expires 6/30/2006

*All phones and line phones require a minimum 1 or 2 years contract and qualifying activation service plan. Otherwise purchase price will be higher. Taxes may not be included. Some restrictions apply. See store for details. Not responsible for errors or omissions. Additional restrictions apply. See printed materials and T-Mobile Terms and Conditions. Viewable at www.t-mobile.com for details. Limited time offer and subject to change without notice. T-Mobile is a registered trademark of Deutsche Telekom AG. © 2006 T-Mobile USA, Inc.

San Francisco
3701 Geary Blvd. #102
Cross Street: Arguello
415.668.1168
(Across from Office Max)
Richmond

Oakland
388 9th Street, #158
Oakland, CA 94607
510.763.8889
(Pacific Renaissance Plaza)
T-Mobile Unavailable 唐人街

Milpitas
1762 N. Milpitas Blvd
Milpitas, CA 94507
408.935.8828
(City Square Center)
城市廣場 獅子市旁

Cupertino
10955 N. Wolfe Road
Suite B-100
408.366.1688
(Cupertino Village)
Next to Ranch 99

所有 Verizon 開台送開台費!

家庭套餐 1
LG VX8300
再送 \$350

家庭套餐 2
Motorola E815
再送 \$380

家庭套餐 3
Motorola V3
再送 \$280

家庭套餐 4
Samsung A850
再送 \$430

選擇家庭套餐(1-4)
本公司送客戶兩致五手機!
再送開台費!
再送全年月費(三致五線)!

送全年月費
+ 價值 \$1350 LG VX5200

送全年月費 送全年月費 送全年月費

免費 + 免費 + 免費 + 免費

Verizon Wireless

攜機開台: 送現金高達 \$2000!

送開台費 *
\$29.99 月費
LG VX5200
免費 單線價 只限一年合約

超級家庭套餐-五

贈五線, 送五手機 LG VX5200
全年月費 \$29.99 (全五線)

免費 + 免費 + 免費 + 免費 + 免費

單線計劃(一年或兩年)

Samsung A950 再送 \$200
LG VX8300 再送 \$200
Samsung A930 再送 \$170
Treo 700w 新
Motorola Q 新
BlackBerry 7130e 新

帶機開台

單線送 \$410
兩線送 \$820
三線送 \$1230
四線送 \$1640
五線送 \$2050

\$34.99 月費
Motorola E815
免費 或 Nokia 6236i 免費

兩線十送兩機
Motorola E815 再送 \$260
兩線十送兩機
Motorola V276 再送 \$430

免費
只限一年合約
送
Verizon Wireless
Motorola V3

最新 GSM 手機
保證全灣區價錢最低! GSM Wireless

Motorola L7 單線價: 免費 再送 \$160	Motorola A1200 單線價: \$129	Panasonic VS7 單線價: 免費 再送 \$120	Nokia N90 單線價: \$195	Nokia N70 單線價: \$39	Nokia 6280 單線價: 免費	Nokia N91 單線價: \$299	Samsung D600 單線價: 免費 再送 \$60	Samsung D720 單線價: 免費 再送 \$120
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T-Mobile Authorized Dealer
家庭套餐 (\$9.99 per line on 3rd - 5th line)
Motorola V3i
免費 贈 5 線送 5 機

Sony K750 單線價: 免費 再送 \$100	Sony W800 單線價: 免費	Sony W810 單線價: \$49	Sony W900 單線價: \$179	Samsung D800 單線價: 免費 再送 \$30
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PCS Station

Exhibit E

OK傳訊
OK Cellular

無線天地
Cellular Gopher

聖荷西店 408-0608
1600 Serrano Ave. #200
(Nasdaq Hall of Fame 對面)
(華埠分行旁)

聖荷西店 408-392-9699
1701 Lundy Ave. #180
(大華中心對面)

苗必達店 Tel: 408-886-9998
1201 E Calaveras Blvd.
Milpitas
(99 Park Victoria Starbucks 對面)

屋蘭市店 Tel: 510-893-9998
418 8th St.
Oakland
(Franklin & Broadway 中環)

三藩市店 Tel: 415-286-8883
Tel: 415-885-9998
1737 Post St. #226 S.F.
陳美華

凡家庭計劃到第三、四、五線均送免費手機及全月費*

T-Mobile \$59.99 家庭計劃 700分鐘 晚上及週末及手機對打全免
\$39.99 個人計劃 1500分鐘 任何時間 週五及週六全免

最後一週，家庭計劃祇需一年合約

Motorola L7 月費 \$59.99+\$9.99	Motorola V3 月費 \$59.99+\$9.99	Motorola V60G 月費 \$59.99+\$9.99
送 \$200 一年合約	送 \$200 一年合約	送 \$400 一年合約

以下正確手機保證全週優惠

Motorola A1200	Sharp V903	Sharp V703	Sony Ericsson W900i
\$118	\$88	免費	\$168
免費	免費	免費	免費
Nokia 7370	Nokia N91	Nokia N70	Nokia 3250
免費	最新	\$18	免費
Nokia 7360	Samsung D510i	Motorola V3x	Samsung D800
免費	免費	免費	免費

Verizon Wireless \$69.99 家庭計劃，700分鐘，晚上及週末及手機對打全免

Motorola V3	Motorola E815	Samsung A850	LG VX8100
免費	免費	送 \$320	送 \$240
免費	免費	免費	免費
Motorola V605	Samsung A950	Motorola V60s	Motorola V60s
送 \$450	送 \$180	送 \$240	送 \$240
免費	免費	免費	免費
Motorola V3	Samsung A950	LG VX8100	Treo 650
免費	免費	免費	免費

Sprint \$59.99 家庭計劃 550 任何時間晚上及週末及手機對打全免

Treo 650	Samsung A920	Samsung A900	LG VI 125
免費	免費	免費	免費
LG 225	Samsung A840	Sanyo 200	PPC-6700

風雅傳訊 fone ART T-Mobile

全國計劃 免費中文手機 服務包括一年及兩年合同

全港區價格最低!

\$39.99起 1500分鐘 (含稅)

免費!!! 台灣!!!

T-Mobile #1!!! 2006 美西地區 通話收訊品質 有聲譽!!!

#1!!! 風雅傳訊隆重提供 每條新線 \$38元 現金折扣

雙線計劃 免費中文手機

\$200 回國折扣

\$100 現金回扣

\$1000 分機任何時間 無限上及週末 無限分機手機對打 無限免機互傳

地址: Verizon Wireless, Sprint, Regional Avenue, Chingpin

自由電訊 FREECOMM.

San Francisco 分店
2501 San Bruno Ave.
San Francisco, CA 94134
(T.W. WHOLESALE 店內) (夾 9 Ave. Starbucks 隔鄰)
WALGREENS 對面
TEL: (415) 467-7825

日語區 分店
1812 Irving St. S.F.
Fremont (夾 9 Ave. Starbucks 隔鄰)
Fremont (夾 華 99 商場)
Tel: (415) 955-8883

Fremont 分店
34460 Fremont Blvd. #F
Oakland (夾 山 夾 8 街)
Tel: (510) 251-1828

Oakland 分店
801 Franklin St. #A2
San Jose (修子城廣場內)
Tel: (408) 238-2388

聖荷西分店
1818 Tully Road. #162
San Jose (修子城廣場內)
Tel: (408) 238-2388

自由電訊最優惠計劃攜電話開台最高達\$1625

祇限本週

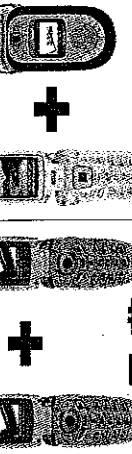
MOTOROLA V3M 四線家庭計劃
\$69.⁹⁹ + \$9.⁹⁹ + \$9.⁹⁹ + \$9.⁹⁹ + \$9.⁹⁹



免費免稅
(灰色或粉紅色)

自由家庭計劃(一)

LG5200 + LG5200
二部 130 萬像相機及 MP3 手機



免費免稅
再送\$300

自由家庭計劃(二)

LG8100 + LG8100
二部 130 萬像相機及 MP3 手機



免費免稅

自由家庭計劃(三)

LG8300 + LG8300
二部 130 萬像相機及 MP3 手機



免費免稅
送 Motorola 原廠藍牙耳機一部

自由家庭計劃(四)

SAMSUNG A930 + SAMSUNG A930
二部 130 萬像相機及 MP3 手機



免費免稅

以上四組家庭計劃加線

\$9.99 + \$9.99 + \$9.99
Kx1 Kx1 Kx1



免費手機
再送\$360(一年月費)

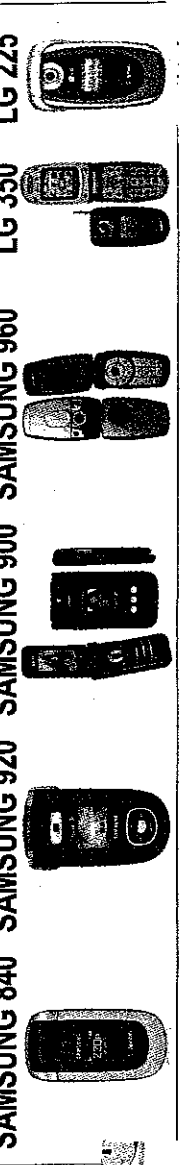
VERIZON 三頻世界通

家庭計劃 Motorola L6 + Motorola L6 免費免稅 再送\$100	家庭計劃 Motorola L7 + Motorola L7	家庭計劃 Motorola V3 + Motorola V3	SamSung x810	Sony Ericsson W810	SAMSUNG E870	NOKIA N80	NOKIA 6125
特價	特價	特價	免費	特價	特價	特價	免費
SAMSUNG E870	NOKIA 6111	SAMSUNG P300	NOKIA N70	NOKIA 6280	NOKIA N72	NOKIA N91	SAMSUNG D800
特價	特價	特價	免費	特價	特價	特價	免費

家庭計劃\$59.99/月 包兩線
550 分鐘晚上七點及周末任打，手機對打免費
Sprint 120



優惠個人計劃\$29.99/月 及 所有打入電話全免優惠計劃\$39.99起
200 分鐘，晚上七點及周末任打
SAMSUNG 840 SAMSUNG 920 SAMSUNG 900 SAMSUNG 960 LG 350 LG 225



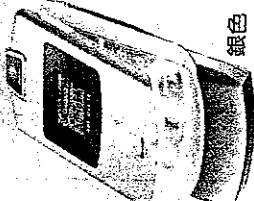
電訊通 喜再擴充 送大禮分享成功

月費\$34.99
免費手機 + 首兩個月免費
300分鐘
週末晚上
全美漫遊

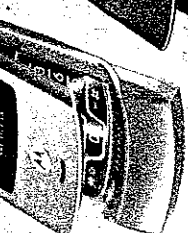
新到

MOTOROLA v3m

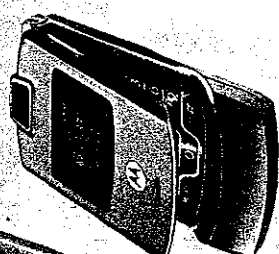
三種顏色



銀色



粉紅色



灰色

有外置記憶可增加儲存量

CAST 快速上網

影音傳播電視都有得睇

130萬像素鏡頭

五人五機
通通免費

一年合約

手機直撥國際長途,
無須買店增值或更改密碼
易適用 Phone Card
香港 2¢ 台灣 2¢ 中國大陸 2¢

916,530,209 地區新客戶 同享優惠

家庭計劃 首八個月\$0月費 (最多五線) *送 免費全新手機 + 免開台費 總值超過\$1790



Samsung A850



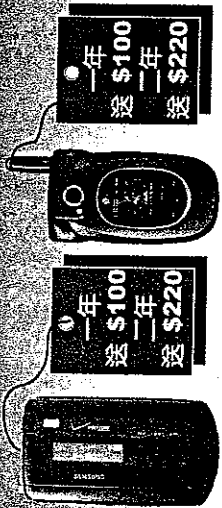
Samsung A850



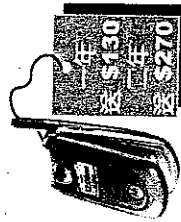
Samsung A850



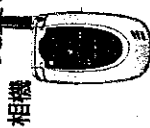
Samsung A850



一年
送 \$100
二年
送 \$220



一年
送 \$130
二年
送 \$270



一年
送 \$150
二年
送 \$330



一年
送 \$150
二年
送 \$330

全美寬頻
無線上網

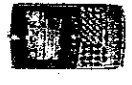
PDA新手機
• 寬頻上網 • 藍芽
• 相機 • MP3



免費再送
\$150



Motorola Q
世界最薄



Motorola Q
世界最薄



Motorola V325



Motorola V325



Motorola V325



Motorola V325



Motorola V325



Motorola V325

verizon wireless
Authorized Agent

電訊通 Infinitel Communications

點點都有一間係你附近

HEAD OFFICE 637 Howard St. (2nd & 3rd St.) 415-957-1688	CHINATOWN 716 Jackson St. (Grant & Stockton) 415-788-1688	CHINATOWN 1199 Stockton St. (A Pacific) 415-288-7300	SUNSET 1715 Noriega (24th & 25th Ave.) 415-504-9688	OAKLAND 340 9th St. (Webster & Harrison) 510-251-1688	DAILY CITY 346 Gellert Blvd. (Next to Boston Market) 650-757-1688	SAN MATEO 1701 Gum St. (A 17th Ave.) 650-577-8883	MOUNTAINVIEW 746 Villa St. (A Castro) 650-966-8888	UNION CITY 1735 Decoto Rd. (永和廣場) 510-489-8800	MILPITAS 380 Barber Lane (Milpitas Square) 408-943-1688	CUPERTINO 10123 N. Wolfe Rd (Valico Mall 內) 408-252-9688
--	--	---	--	--	--	--	---	---	--	---

Wireless service is subject to credit approval and a new two-year or one year contract (selected phones only). Some restrictions apply. Customer pays applicable sales tax on retail prices of the phones. Cash rebate and free phone offer: customers pay \$50 per phone; mail-in and get \$50 rebate. All advertised offers valid only if activated at \$79.99 and above individual plans. Early termination fees apply to all plans. One free activation fee per account; otherwise \$35 activation fee applies to each individual line and each Family Talk line. Offer subject to change without notice. Rebates take 6-10.

KEY TERMS & CONDITIONS FOR _____ COMPANY

. DATE OF START : _____ 公司的重要條款及條件

Company Plan Name: _____

公司計劃名稱

Monthly Plan Price: \$ _____ Estimated Taxes, Fees & Surcharge: \$ _____

計劃月費:

估計稅金, 費用和額外費用:

Carrier Early Term/per phone: \$ _____ Dealer/Agent Early Term/per phone: \$ _____

提前終止服務電訊公司收費/ 每部電話

提前終止服務代理商收費/ 每部電話

Anytime Minutes: _____ Night & Weekend Minutes: _____

任何時間通話分鐘

晚上和週末通話分鐘

Cost of Additional Minutes: _____ Roaming Charges per minute: _____

額外通話分鐘收費

長途漫遊每分鐘收費

Mobile to Mobile: In-Network _____ Out Of Network _____ None _____

手機對打: 網絡內

網絡外

沒有

Cancellation Period(s): Dealer/Agent _____ days Carrier _____ days

取消期限: 代理商 天

電訊公司 天

Contract Length: One Year: _____ Two Years: _____

合約年期 一年 二年

Internet/Media \$ ____/per month Opt-In: _____ Opt-Out: _____ Block All _____

Downloads:

互聯網/ 傳播媒體下載 每月收費 加入 退出 全部 阻擋

International Country: _____ \$ ____/per minute \$ ____/per month Block Intl. _____

Calling Plan:

國際長途電話計劃 國家 每分鐘收費 每月收費 阻擋

International Country: _____ \$ ____/per minute (Re-verify with carrier)

Roaming Rate:

國際長途漫遊收費 國家 每分鐘收費(跟電訊公司再查實)

Monthly Ins: No: _____ Yes: _____ \$ ____/per month Deductible: \$ _____

(Replacement phones may be refurbished comparable models.)

保險月費: 不需要 需要 每月保險金 自負金額

(代替電話可能是已翻新可相比的型號)

ALERTS:

警覺:

- Special promotions are usually offered only with specific carrier plans.
特別促銷通常只適於指定電訊公司計劃
- Any plan changes during contract may extend the contract another 1-2 years.
在合約期間更改任何計劃或須延長合約多一至二年
- Cancellation prior to end of contract will result in early termination fees unless cancelled prior to carrier and/or dealer time line.
除非在電訊公司和/ 或代理商規定限期前終止合約, 否則須支付提早終止合約費用
- When out of the country, International and roaming charges may be applied even when accessing voicemail.
當離開本土國家時, 使用語音信箱時可能須另支付國際和長途漫遊費用
- To stop minors from downloading media, block all Internet capabilities on each phone.
阻止未成年人下載傳播媒體, 在每部電話內設置阻擋所有互聯網功能

NOTE: Save this document as proof of your negotiated plan contents.

注意: 保留此文件以作為先前協商計劃內容的證明

Exhibit F

SAMPLE DRAFT 樣本草稿

KEY TERMS & CONDITIONS FOR _____ COMPANY
公司的重要條款及條件

SALESPERSON SIGNATURE: _____

銷售員簽署

DATE OF SALE: _____

銷售日期

NOTE: Save this document as proof of your negotiated plan contents.

注意: 保留此文件以作為先前協商計劃內容的證明

Order Status: C Appl. ID No.: [REDACTED] Input Date: Sun Nov [REDACTED] 2005 Bill Acct. No.: [REDACTED]
Please print 3 copies of this form using your browser print button 1-Customer 2-Store 3-Verizon

CUSTOMER AGREEMENT FORM**ACTIVATION INFORMATION**

X New Upgrade Calling Plan Change Add-on Prepay

Individual Application**CUSTOMER INFORMATION**

Name of Billing Responsible Party
[REDACTED]
[REDACTED]

City & State: [REDACTED] CA

Zip Code: [REDACTED] Country: USA

Work/Alternate Phone: [REDACTED]

Home Phone: [REDACTED]

PRIMARY USER INFORMATION

Name
[REDACTED]

Address Line 1
[REDACTED] STREET

City & State:

Zip Code: [REDACTED] Country: USA

No. of Lines Approved: 1

Deposit Req. Per Line: \$ 0.00

Service Information**Line1**

Account No.: [REDACTED]

Wireless No.: [REDACTED]

Wireless No. Barcode: [REDACTED]

ESN/MEID: [REDACTED]

ESN Barcode: [REDACTED]

IP Address:

N/A

Effective Date:

11/1/2005

Agent Name:

COMCELL WIRELESS

Agent Code: 28421

Activation Fee:

\$ 35.00

Bill Cycle:

Calling Plan:

AMERICA'S CHOICE II 300 ANYTIME UNL N&W \$34.99 1Y [REDACTED]

Access Fee:

\$34.99

Long Distance Carrier:

VERIZON WIRELESS

Features:

Included Features:

[MESSAGE WAITING INDICATOR, CALLER ID, BUSY TRANSFER, 3-WAY CALLING, CALL DELIVERY, CALL WAITING, NO ANSWER TRANSFER, CALL FORWARDING, TXT MSG W PER MSG CHARGES, VOICE MAIL PLUS \$0]

Subscribed Features:

[]

Additional Services:

[STREAMLINED BILLING - \$0, NATL ENHANCED SVC ACCESS, PIX & FLIX PAY PER MSG - \$0]

Insurance:

DECLINE INSURANCE - \$0

Promotions:

UNLIMITED NIGHT AND WEEKEND PROMOTION 1 YEAR--12-- PROMOTION ADDED;

Calling Plan Contract Term:

12 MONTHS

Contract End Date:

11/1/2006

Plan Code :

Plan Barcode :

Items Received/Reviewed :

Customer Information Overview
Customer Service Agreement
Calling Plan Brochure
Terms and Conditions for Selected Optional Services
Getting Started Checklist

I AGREE TO THE CURRENT VERIZON WIRELESS CUSTOMER AGREEMENT (CA), INCLUDING THE CALLING PLAN, (WITH EXTENDED LIMITED WARRANTY/SERVICE CONTRACT, IF APPLICABLE), AND OTHER TERMS AND CONDITIONS FOR SERVICES

AND SELECTED FEATURES I HAVE AGREED TO PURCHASE AS REFLECTED ON THE RECEIPT, AND WHICH HAVE BEEN PRESENTED TO ME BY THE SALES REP. AND WHICH I HAD THE OPPORTUNITY TO REVIEW. I UNDERSTAND THAT I AM AGREEING TO A \$175 EARLY TERMINATION FEE PER LINE, LIMITATIONS OF LIABILITY FOR SERVICE AND EQUIPMENT, SETTLEMENT OF DISPUTES BY ARBITRATION AND OTHER MEANS INSTEAD OF JURY TRIALS AND OTHER IMPORTANT TERMS IN THE CA.

Monthly Service is billed in advance. Your first bill will also include a one-time activation fee and a prorated amount for service from the day of activation through your first bill cycle.

I am personally responsible for payment of all charges associated with this account (OR) I am signing on behalf of the company listed above as Billing Responsible Party and I am duly authorized to financially commit the company. If I am not authorized, I will pay the charges if the Company named denies responsibility.

Taxes & surcharges apply may vary. Federal Universal Service Charge of 2.13% (varies quarterly based on FCC rate), a \$.05 Regulatory & a \$.40 Administrative Charge per line/month are our charges, not taxes.

Customer's Driver's License No. and State or Authorized ID No : [REDACTED]

Secondary ID: - Please print

Sales Rep Signature

I have verified Customer's ID/applicable auth. docs.

Sales Rep Name - FION SU

Sales Rep Signature

X Fion.

Customer Signature

I agree to the Verizon Wireless customer agreement, calling plan and other conditions for services and features I have agreed to purchase as shown on the receipt.

Account Holder Name [REDACTED]

Account Holder Signature

X [REDACTED]

America's Choice Family SharePlan 通話計劃

頭兩條線 月費	每月共享 任意時段 的分鐘數	超出規定 分鐘數後 每分鐘費率
\$69.99	700	45¢
\$89.99	雙倍分鐘數! 1,400	40¢
\$109.99	三倍分鐘數! 2,100	35¢
\$149.99	3,000	25¢
\$199.99	4,000	20¢
\$299.99	6,000	20¢

第三條線起每月月費 \$9.99。

您可得

國  通話

國內長途
期間適用

和週末時間

59 週末時段: 週六晚間 12:00 至週日晚間 11:59

漫遊費
區域都有覆蓋

最短期限、啟動費和提前終止收費

- 每條線要求簽一或兩年客戶合約。
- 啟動費/每條線: \$35, 簽有兩年客戶合約的家庭分享計劃*的從屬線除外, 每條線 \$25。
- 提前終止費: 每條線 \$175。

稅款、附加費和費用

- 稅款、附加費和費用, 例如: E911和收據總額費隨不同市場而有變化, 以2005年9月1日為準, 在您的月費和其他費用之上可增加6%到27%的收費。
- 聯邦通用服務每月收費(根據 FCC 利率, 每季可有變化)以 2005 年 10 月 1 日為準, 每條線為 2.13%。
- 管制費(可有變化)每月每條線為 5¢。
- 行政管理費(可有變化)每月每條線為 40¢。
- 聯邦通用服務費、管制費和管理費為 Verizon Wireless 的收費, 不是稅款。有關這些收費的詳情, 請致電 1-888-684-1888。

包括的通話功能

- 語音郵件帶留言等待顯示¹¹、來電顯示¹、話中插接¹²、三方通話¹²、來電跟隨¹²、無人接聽/佔線轉接¹²。

國際漫遊

- 69¢/每分鐘, 加上服務供給商的話費、附加費和稅款。服務範圍請見 verizonwireless.com。

411 Connect[®]

- 每次通話 \$1.49, 加上通話時間。

† 某些區域沒有服務。

△ 詳情請見產品手冊。

□ 網上資訊只提供英文, 暫無中文翻譯。

1 通話時間適用於使用您的無線電話收聽留言。語音郵件箱在啟動60天內沒有啟用, 將會被取消。

2 通話時間適用於所有同一時間的通話和來電跟隨/來電轉接, 即使您把來電跟隨/來電轉接送往有線電話。

3 當您的手機界面顯示“Extended Network”或“Roaming”時, 411 Connect的每次通話收費會有變化。

4 通話時間和其他服務費用適用。

Order Status: C Appl. ID No.: [REDACTED] Input Date: Sun Nov [REDACTED] 2005 Bill Acct. No.: [REDACTED]
Please print 3 copies of this form using your browser print button 1-Customer 2-Store 3-Verizon

CUSTOMER AGREEMENT FORM**ACTIVATION INFORMATION**

X New Upgrade Calling Plan Change Add-on Prepay

Individual Application**CUSTOMER INFORMATION**

Name of Billing Responsible Party

City & State: [REDACTED] CA

Zip Code: [REDACTED] Country: USA

Work/Alternate Phone: [REDACTED]

Home Phone: [REDACTED]

PRIMARY USER INFORMATION

Name [REDACTED]

Address Line 1 [REDACTED] STREET

City & State: [REDACTED]

Zip Code: [REDACTED] Country: USA

No. of Lines Approved: 1

Deposit Req. Per Line: \$ 0.00

Service Information**Line1**

Account No.: [REDACTED]

Wireless No.: [REDACTED]

Wireless No. Barcode: [REDACTED]

ESN/MEID: [REDACTED]

ESN Barcode: [REDACTED]

IP Address: N/A

Effective Date: 11/11/2005

Agent Name: COMCELL WIRELESS

Activation Fee: \$ 35.00

Calling Plan: AMERICA'S CHOICE II 300 ANYTIME UNL N&W \$34.99 1Y [REDACTED]

Access Fee: \$34.99

Long Distance Carrier: VERIZON WIRELESS

Features:

Included Features: [MESSAGE WAITING INDICATOR, CALLER ID, BUSY TRANSFER, 3-WAY CALLING, CALL DELIVERY, CALL WAITING, NO ANSWER TRANSFER, CALL FORWARDING, TXT MSG W PER MSG CHARGES, VOICE MAIL PLUS \$0]

Subscribed Features: []

Additional Services: [STREAMLINED BILLING - \$0, NATL ENHANCED SVC ACCESS, PIX & FLIX PAY PER MSG - \$0]

Insurance: DECLINE INSURANCE - \$0

Promotions: UNLIMITED NIGHT AND WEEKEND PROMOTION 1 YEAR--12-- PROMOTION ADDED;

Calling Plan Contract Term: 12 MONTHS

Contract End Date: 11/11/2006

Plan Code: [REDACTED]

Plan Barcode: [REDACTED]

Items Received/Reviewed:

Customer Information Overview
Customer Service Agreement
Calling Plan Brochure
Terms and Conditions for Selected Optional Services
Getting Started Checklist

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Secondary ID: - Please print

Sales Rep Signature

I have verified Customer's ID/applicable auth. docs.

Customer Signature

I agree to the Verizon Wireless customer agreement, calling plan and other conditions for services and features I have agreed to purchase as shown on the receipt.

Sales Rep Name - FION SU

Account Holder Name [REDACTED]

Sales Rep Signature

X Fion.

Account Holder Signature

X [REDACTED]

1

**When you buy and activate any eligible CDMA equipment on
any postpaid Verizon Wireless rate plan \$59.99 and higher
from October 1, 2004 through October 31, 2004.**

Exclusively from Future Wireless stores and participating sub-agents only.

Subject to terms of Customer Agreement and Minimum Service Agreement. \$59.99 and higher rate plan must be maintained for 31-days or more. Minimum of 180-days of uninterrupted service required. Requires credit approval. Original or copy of receipt and copy of carrier service bill from the first and second months of service (proving 31-days of qualifying service) and the seventh month of service (proving 180-days of paid service). Allow 8-24 weeks for processing rebate check. Original rebate form must be signed, dated and postmarked by 7/01/05 and received by 7/31/05. Fill out all fields on this form. If incomplete or illegible, your request will be denied or delayed.

Good for customers from the following stores:

Future Wireless - 59 Serramonte Ctr, Daly City, CA 94015
Future Wireless - 388 Ninth St, Oakland, CA 94607
Future Wireless - 651 Kearny St, San Francisco, CA 94108
Future Wireless - 1014 Clement St, San Francisco, CA 94118
Alvin Wireless - 2445 Alvin Ave, San Jose, CA 95121
Alvin Wireless - 740 Story Rd, San Jose, CA 95122
Cellular Gopher - 5175 Moorpark Ave #3, San Jose, CA 95129
Cellular Gopher - 848 Clay St, San Francisco, CA 94108
Cellular Gopher - 868 Webster St, Oakland, CA 94607
Media Spot - 35201-D Newark Blvd, Newark, CA 94560
Wireless, Etc - 248 Bay Fair Mall, San Leandro, CA 94578

**FUTURE
wireless**

TO RECEIVE YOUR \$100 REBATE BY MAIL, THE FOLLOWING MUST BE SUBMITTED:

1. This original rebate form completed in its entirety.
(Please use CAPITAL LETTERS.)
2. Original or copy of sales receipt, dated between 10/01/04
and 10/31/04.
3. Copy of your seventh Verizon Wireless service bill
(documenting 180-days of paid service).
4. This form must be signed, dated, and postmarked by
07/01/05 and received by 07/31/05.

*I certify by my signature that the information I have entered on this mail-in
rebate form is accurate and complete. I agree to the terms and conditions
as outlined below.*

SIGNATURE

DATE

PLEASE SEND MY \$100 REBATE TO:

FIRST NAME

LAST NAME

ADDRESS

APT

CITY

STATE

ZIP CODE

MOBILE NUMBER

INVOICE NUMBER

ACTIVATION DATE

AREA CODE

PHONE NUMBER

MAIL FORM & DOCUMENTS TO:

FUTURE REBATE

PMB 102

706 SACRAMENTO STREET

SAN FRANCISCO, CA 94108

Mail-in rebate form must be postmarked on or before 07/01/05 and received by 07/31/05. This offer is good with the purchase and activation of any eligible CDMA equipment through Future Wireless and any participating sub-agent between 10/01/05 and 10/31/05. Verizon Wireless service plan must be a postpaid rate plan with a minimum contract term of one-year of service. You must maintain a rate plan with a Monthly Access of \$59.99 or higher for 31-days to qualify for this rebate. As proof of purchase, send complete original mail-in rebate form, original or copy of sales receipt and original or copy of Verizon Wireless service bill from your first and second month of service (to prove \$59.99 or higher rate plan) and your seventh month of service (to prove 180-days of paid service). Mobile phone number and account holder must remain as when activated at the time of verification. Rebate is applicable only to customers who qualify as a new activation. See stores for details. Customers must have active service at the time of validation. Limit \$100 in rebates for each qualifying mobile phone number. Cannot be combined with any other Future rebates. All multiple rebate submissions will be disqualified. Rebate checks not cashed within 90 days of issuance are void and can not be reissued. Future Wireless assumes no liability for lost, late, damaged, misdirected, or postage-due mail or requests. Illegible or incomplete requests will be considered invalid and ineligible for rebate. Future Wireless reserves the right to review and approve all offers and modify or withdraw this promotion at any time for any reason. Sale, trade, assignment or purchase of this rebate form or proof of purchase is prohibited. Offer valid while supplies last and is not available with any other Future promotional offer. Please allow 8-24 weeks for fulfillment of valid rebate requests. Rebate checks will be issued in US funds only and mailed by First Class mail via the U.S. Postal Service. This rebate form has no cash value. Certain restrictions and fees apply. Credit approval required. Activation fees may apply. Early termination fees may apply. Rebates do not apply to customer provided equipment, used/refurbished handsets or on insurance/warranty claims. Please make a photocopy of all submitted materials for your records. Fraudulent submissions could result in prosecution under U.S. Mail Fraud Statute (18 USC Sections 1341-1342). Void where prohibited, taxed, or restricted. © 2004 Future Wireless, Inc.

Exhibit J

Mobile Comm

Cash Back Offers!!

约. 第六张账单. 约解
月费返现账单. 手取回
750元支票

Account Holder Name: [REDACTED]

Address: [REDACTED]

Date of Purchase: 06/05

Wireless Number: [REDACTED]

Rebate Level Plan: 59.98 + 9.98 + 9.98

Cash Back Price \$ 440¹² - 310 = 750¹²

Approved by [REDACTED] (Sales' Signature)

To Receive Your Rebate:

1. Complete the rebate form. (Incomplete forms will not be honored and will not be returned)

2. For Cingular and T-mobile Rebate: Enclose a copy of the purchase receipt and service agreement that show the purchase date.

3. Enclosed a copy of the 4th monthly bill for T-mobile service and the 6th monthly bill for ~~Cingular~~ service. Rebate fulfillment form must be postmarked on or before 2/6/06 (REBATE WOULD NOT BE ACCEPTED AFTER ABOVE DATE.)

4. Mail copies of all these items to:

"Cash Back Rebate Offer"

"P.O. BOX 2095, DALY CITY, CA 94017"

X

Signature

Date

Exhibit K

ACTIVATION AGREEMENT
CONTRACT BETWEEN: MOBILE COMMUNICATION INC. AND AUTHORIZED USER

Carrier has agreed to provide a payment to MOBILE COMMUNICATION INC. for each qualified Authorized User who purchase a cellular telephone from MOBILE COMMUNICATION INC. and contracts with the carrier to use their service continuously and uninterrupted from 181 days. This payment enables MOBILE COMMUNICATION INC. to sell the equipment to the Authorized User at a purchase price that is greatly reduced from normal selling price.

Accordingly, the Authorized User agrees to the following:

- 1) Each mobile number activated with any carrier shall remain active a minimum of one hundred eighty-one (181) days. This one hundred eighty-one (181) day period commences on the first date of the service agreement.
- 2) I have not cancelled or suspended any service with the carrier that I am currently signing up with within one hundred eighty-one (181) days prior to the date of this agreement. I shall not cancel or suspend any existing service with this carrier for another one hundred eighty-one (181) days from the first date of this new agreement.
- 3) Customer guarantees to be at all time current in payment with the carrier airtime account during the minimum services term of one hundred eighty-one (181) days beginning the first date of the service agreement. All services must remain active without interruption or suspension due to any reasons for this one hundred eighty-one (181) day period.
- 4) Customer agrees to remain on the originally activated airtime rate plan for at least one hundred eighty-one (181) days from the first date of this agreement.
- 5) Customer authorizes MOBILE COMMUNICATION INC. to do all credit checks if necessary.
- 6) Customer will not hold MOBILE COMMUNICATION INC. accountable for the service provided by the carrier. Any deficiency in purchasing equipment is solely with manufacturer of same. Customer agrees and acknowledges that all sales are final.
- 7) Customer acknowledges that any breach of the above terms to this agreement will result in damages to MOBILE COMMUNICATION INC. and agrees to repay MOBILE COMMUNICATION INC. plus programming fee as fair and reasonable compensation. Customer hereby provides a valid credit card and authorizes MOBILE COMMUNICATION INC. to secure an approval for the amount of three hundred dollars (\$300) from the credit card as security upon cancellation or breaching of the agreement. Customer understands and authorizes MOBILE COMMUNICATION INC. that the credit card company will not decline such renewal.
- 8) Customer agrees that MOBILE COMMUNICATION INC. has the rights to recover the full amount of rebate commission plus programming fee in addition to interest and any other administrative fees should the customer default on any of the above terms. The customer will pay for all costs or expenses including actual attorney or collection fees.

No domestic warranty will be given on all import phones. (No returns/ refunds/ warranty on GSM phones.
All items sold AS IS.)

By signing this agreement the customer acknowledges total acceptance of all the above terms and conditions. Customer further acknowledges that he/she has read and understood and also has been explained in full details of all of the above provisions.

Credit Card Type: Visa

Authorized User: [REDACTED]

C.C. Number: [REDACTED]

Authorized User: [REDACTED]

Expiration: [REDACTED] / [REDACTED] / [REDACTED]

Date: 07 / 10 / 03

Authorized Signature: [REDACTED]

Mobile Number: [REDACTED]

Authorized Signature: [REDACTED]

Rate Plan: 59.99 + 9.99 + 9.99